

Quigg Golden

Guide to the Layout of the Public Contracts Regulations '06

This Guide provides an overview of the Public Contracts Regulations 2006 as amended by the Public Contracts (Amendment) Regulations 2009. This is only meant to be a very brief guide to the layout of the Regulations. For more guidance please ask for a copy of our Guide to Procurement Duties. Alternatively, you may contact one of our procurement consultants to discuss specific issues you have.



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If you would like any further information on any of our services or would like to receive regular updates please contact us at any of our offices.

PART 1 – GENERAL

1. Citation, commencement and extent

The amended Regulations came into force on 20th December 2009. They only apply to procurement processes commenced after this date. Generally, a process is deemed to have commenced on the date that Contract Notice is published in the OJEU.

They are amendments to the Public Contracts Regulations 2006 (cited as “*the principal regulations*”).

The regulations do NOT extend to Scotland.

2. Interpretation

This Regulation sets out the definitions and runs to nearly five pages.

3. Contracting authorities (“CA”)

This Regulation sets out who are Contracting Authorities. Basically it covers government departments and local authorities and others.

4. Economic Operators (“EO”)

Defines an economic operator as a contractor, supplier or services provider.

Importantly Reg.4(2) states that a CA shall not treat an Economic Operator (“EO”) from outside the EU, but established in it, more favourably than one from the EU.

Reg.4(3) requires CA to treat EOs equally and in a non-discriminatory way and act in a transparent way.

5. Application

The Regulations apply to all contracts, framework agreements or dynamic purchasing systems for supply or works or Part A services, unless excluded by Regs.6 or 8.

Only Parts 1, 8 and 9 and some very limited parts of Parts 2 to 7 apply for Part B services contracts.

Only some of the Regulations apply to a public works concession contract.

6. General Exclusions

Reg.6(1) excludes contracts where the CA is a utility and the contract is for certain purposes. (For these see the Utilities Contracts Regulations)

Reg.6(2) set out miscellaneous exclusions including:

- Telecoms;
- Security or secret;
- Broadcasting;
- Land acquisition;
- Arbitration services;
- Banking services; and
- R&D services.

7. Reserved Contracts

Allows a CA to reserve the right to participate in a competition to supported businesses or factories. A supported business or factory is one in which more than 50% of the employees are disabled.

8. Thresholds

The regulations do not apply where the estimated value net of VAT, including options, and renewals is less than:

Works:

- €4,845;

Part A Services:

- €125k where CA listed in Sch 1;
- €193k generally;

Supply:

- €125k where CA listed in Sch 1;
- €193k generally.

Where there is a single requirement, but multiple contracts, then the aggregate value is taken but an individual contract is excluded if its value is less than €80k for services or €1m for works and 20% of the aggregate value. A CA shall not enter into separate smaller contracts for the purposes of avoiding the regulations.

PART 2 - TECHNICAL SPECIFICATIONS

9. Technical specifications in the contract documents

If any technical specification is to be met or complied with it is to be stated in the contract documents and shall take into account use by disabled persons. They are to be defined by reference to standards in a specified order of preference commencing with European standards; only if there are no European Standards can British Standards be used. A tender cannot be rejected because the proposed goods do not meet the technical standards if a tenderer can show the proposed goods would satisfy the requirements in an equivalent manner.

The technical specification can be set by reference to performance or functional requirements.

10. Variants

If the award is to be on the most economically advantageous tender a CA can indicate in the Notice that variants will be considered, but must set out the minimum requirements and how such variants are to be presented.

If the Notice does not state that variants are to be considered they cannot be considered.

PART 3 - PROCEDURES LEADING TO THE AWARD OF A PUBLIC CONTRACT

11. Prior Information Notices

For Works Contracts, this is to be issued as soon as possible after the decision authorising the works is taken. The Notice is to be sent to the Commission or published on its buyer profile, with the Commission being notified.

12. Selection of Contract Award Procedures

The CA is to use either the open or restricted procedure except where it may use the negotiated or competitive dialogue procedure.

13. Use of the Negotiated Procedure with Prior Publication of a Contract Notice

This procedure may be used where:

- award under open, restricted or competitive dialogue was discontinued due to irregular or unacceptable tenders but only if the terms are not been significantly altered; and
- exceptionally where prior overall pricing is not possible or where the service cannot be specified with precision or where works are for research.

14. Use of the Negotiated Procedure without Prior Publication of a Contract Notice

This procedure may be used where:

- award under open, restricted or competitive dialogue was discontinued due to irregular or unacceptable tenders but only if the terms are not significantly altered and all are invited to negotiate;
- there is insufficient time in cases of extreme urgency to follow other procedures;
- only one EO could be awarded the contract;
- it is necessary to take advantage of a closing down sale;
- the work is really a variation or addition to other works, but less than 50% of the original works; or
- the Contract is an extension, so long as the original competition said it might happen and it is negotiated within three years of the original award.

In other words the negotiated procedures, with or without notice can only be used in very limited and specified circumstances.

15. The Open Procedure

The CA is to publish its intention to seek offers in the Official Journal of the EU (“OJ”) as soon as possible after forming its intention and inviting tenders. A minimum of 52 days must be allowed for receipt of tenders, subject to shortening in certain circumstances.

A CA must supply any further information in relation to the contact documents that may be reasonably requested by an EO.

The CA:

- shall make its evaluation in accordance with Regs. 23, 24, 25 and 26;
- may exclude a tender form evaluation only if:
- the EO may be treated as ineligible under Reg.23; or
- the EO fails to meet the minimum required standards of:
 - economic and financial standing; and
 - technical or professional ability.

Such minimum standards must be specified in the contract notice and be related to and proportionate to the subject matter of the contract.

16. The Restricted Procedure

For construction works this is by far the most common procedure.

CA to publish its intention to seek offers in the OJ as soon as possible after forming its intention and inviting requests to be selected to tender. A minimum of 37 days must be allowed for receipt of requests, subject to shortening in certain circumstances.

The CA:

- shall make its evaluation in accordance with Regs.23, 24, 25 and 26;
- may exclude a tender form evaluation only if:
 - the EO may be treated as ineligible under Reg.23;
 - the EO fails to meet the minimum required standards of:
 - economic and financial standing; and
 - technical or professional ability.

Such minimum standards must be specified in the contract notice and be related to and proportionate to the subject matter of the contract.

- make its selection of those to be invited to tender in accordance with Regs.23, 24, 25 and 26
- The CA may limit the number to be invited if the notice specifies the objective and non-discriminatory criteria to be used and the minimum number intended to be invited, which shall not be less than five; and where appropriate the maximum number.
- The number to be invited must be sufficient to ensure genuine competition.
- Send those selected an invitation to tender containing:
 - the latest date for return of tenders, which shall not be less than 40 days, unless shortened as allowed in the Regulations;
 - the contract documents. A CA must supply any further information in relation to the contract documents that may be reasonably requested by an EO;
 - the information the tenders are required to provide in accordance with Regs.24, 25 and 26; and
 - the relative weighting of the criteria for award, or descending order of importance;
 - Make the award in accordance with Reg.30.

17. The Negotiated Procedure

Where a notice is required the CA is to publicise his intention to seek offers in the OJ as soon as possible after forming his intention and invite requests to be selected to negotiate. Subject to it being shortened the notice shall state the last date for receipt of request to be selected to negotiate which shall not be less than 37 days for the date of dispatch of the notice. The notice shall also state whether or not the procedure is to take place in successive stages.

The CA is to make its evaluation in accordance with Regs.23, 24, 25 and 26 and may exclude those which:

- may be treated as ineligible on a ground specified and Reg.23; or
- fails to satisfy the minimum standards required of:
 - economic or financial standing; or
 - technical or professional ability.

Those minimum levels are to be specified in the Contract Notice and are to be related to and proportional to the subject matter of the contract.

The CA shall make its selection of the EOs to be invited to negotiate in accordance with Regs.23, 24, 25 and 26 and award the Contract in accordance with Reg.30.

The CA may limit the number of EOs which it intends to invite to negotiate provided the Contract Notice specifies the objective and non-discriminatory criteria to be applied and the minimum number of EOs, which shall not be less than three.

The CA shall ensure that the minimum number of EOs invited to negotiate is sufficient to ensure genuine competition.

Once selected the CA shall send invitation in writing to each EO selected to negotiate. The invitation shall include the contract documents and include:

- the final date for the receipt of replies;
- indicate the information to be included in the reply, which the CA may require to be provided in accordance with Regs.24, 25 and 26; and
- relative weighting of criteria of the award of the contract or, where not appropriate, list the criteria in descending order of importance.

The CA shall supply such further information relating to the contract documents as may be reasonably requested by an EO.

Where the CA needs to identify the best tender in order to award the contract, it shall negotiate with EOs which have submitted tenders, with the aim of adapting the tenders to the requirements specified in the contract documents.

During any negotiations the CA shall ensure equal treatment among all EOs and in particular, shall not provide information in a discriminatory manner which may give some EOs an advantage over other EOs. Where the negotiations are carried out in successive stages in order to reduce the number of tenderers, by applying the award criteria, it shall ensure that the number negotiating at the final stage is sufficient to ensure genuine competition.

18. The Competitive Dialogue Procedure

This procedure is only available where the Contract is particularly complex and a CA considers that the use of open or restricted procedures will not allow the award of the Contract. A *“particularly complex contract”* is defined as being a contract where the contract authority is not objectively able to find the technical means capable of satisfying its needs or specify the legal or financial makeup of a project or both.

The procedure is therefore extremely limited and has been introduced mainly need to deal with award of PFI and PPP contracts.

As such it is not considered in any more detail.

19. Framework Agreements

A frameworks agreement is defined at Regulation 2 as:

“An agreement or other arrangement between one or more Contracting Authorities and one or more Economic Operators which establishes the terms (in particular the terms as to price and, where appropriate, quantity) under which the Economic Operator will enter into one or more contracts with a Contracting Authority in the period during which the framework agreement applies.”

Where a CA intends to conclude a framework agreement it must:

- follow either the open, restricted, negotiated or competitive dialogue procedure up to the beginning of the procedure for the award for a specific contract; and
- select an EO to a party to a framework agreement by applying the award criteria set out at Regulation 30.

When awarding a specific contract under a framework agreement a CA shall not include terms which are substantially amended from the terms set out in the framework agreement.

If there is only one EO in the framework then the award shall be to that EO. If there is more than one EO then the minimum number must be three and the award of a specific contract may be awarded by application of the terms set out in the frameworks agreement without reopening the competition or by reopening the competition between the EOs who are party to the framework agreement.

However, an EO who is not party to the framework cannot be awarded the contract. Where the competition is reopened, the CA shall consult in writing each EO capable of performing the contract and invite them to submit a tender for the specific contract. No framework agreement is to be for a period of more than four years save for exceptional circumstances.

20. Dynamic Purchasing Systems

A dynamic purchasing system is a completely electronic system of limited duration which is used to purchase commonly used goods, works or services and is open throughout its duration for the administration of EOs which satisfy the selection criteria and submit indicative tenders.

The CA is to use the open procedure to establish the dynamic purchasing system up to the beginning of the procedure for the award of the contracts.

It is relatively unusual to find such a system used in construction and to date only Italy have experience of using dynamic purchasing systems for any form of procurement, let alone construction.

Nevertheless the procedure may be suitable for repair type work in the future.

21. Electronic Auctions

This Regulation sets out the procedure that must be followed if an electronic auction is to be used by the CA which it may do when using either the open restricted or negotiated procedures.

Certain private clients within the Construction Industry have used electronic auctions to procure work. However, to date, certainly within the UK and Ireland, public authorities have not used electronic auctions other than on a trial basis.

22. Central Purchasing Bodies

This Regulation merely permits a CA to purchase through a central purchasing body and where it does so it will be deemed to have complied with the regulations to the extent that the central purchasing body has complied.

PART 4 - SELECTION OF ECONOMIC OPERATORS

23. Criteria for the Rejection of Economic Operators

The first part of Reg.23 states that the CA shall treat as ineligible and shall not select an EO if it has actual knowledge that the EO or its directors or any other person who has power of representation, decision or control of the EO has been convicted of any number of specified offences including conspiracy, corruption, fraud or money laundering.

Secondly, a CA may treat an EO as ineligible or decide not to select on one or more of a number of specified grounds including bankruptcy, past resolution for winding up, has been convicted of a criminal offence regarding the conduct of the business, has committed an act of grave misconduct, or is guilty of serious misrepresentation of providing information required by the CA.

The rest of the Regulation sets out the information which the CA can request in relation to those issues and the various other definitions and provisions of registration.

24. Information as to Economic and Financial Standing

This Regulation, which is subject to Reg.27, provides that in deciding whether an EO meets any minimum standards and in making a selection of the EOs to be invited to tender or negotiate within the various procedures may take into account any of the following information:

- statements from bankers;
- statements from accounts or extracts from those accounts;
- details of turnover for the last three financial years and where appropriate the turnover in respect of work of a similar type to the subject matter of the contract; or
- other information to demonstrate the EO's economic and financial standing

An EO may rely on the capacities of other entities or other members of a group of EOs regardless of the legal nature of the link between the various entities. The EOs may be required to prove that the resources necessary to perform the contract will be available.

Where an EO is unable, for a valid reason, to provide the information requested the CA shall accept such other information as the CA considers appropriate.

25. Information as to Technical or Professional Ability

Reg.25 provides that in deciding whether an EO meets any minimum standards of technical or professional ability or in selecting the EOs to be invited to tender and negotiate a contract a CA may have regard to any means listed in paragraph two according to the purpose, nature, quantity or importance of the contract. Paragraph 2 sets out the means which include:

- the technical ability, in particular the operators skill, efficiency, experience and reliability;
- a list of works carried out over the past five years together with certificates of satisfactory completion for the most important of those works, indicating in each case the value, when and where the works were carried out and specifying whether they were carried out according to the rules of the trade or profession and properly completed;
- statement of the principal goods sold or services provided by the operator in the past three years;
- a statement of the technicians, or the technical service, available to the EO to carry out the work, particularly those responsible for quality control, whether or not they are independent of the EO;
- statement of the supplier or service provider's facilities;
- the operators educational and professional qualifications; and
- environmental management measure.

An EO may, where appropriate, rely on the capacities of other entities or members in a group regardless of the legal nature of the link between the operators or group.

26. Supplementary Information

The CA may require an EO to provide information supplementing the information provided in accordance with Regs.23, 24 or 25 or to clarify that information provided that the information required relates to the matter specified in Regs.23, 24 or 25.

27. Official lists of Approved Economic Operators

Regs.24, 25 and 26 all commence with the words “*subject to Regulation 27*”.

In certain of the European states, other than the UK and Ireland, EOs are able to either be registered or certified on an official list of approved contractors. Where that is so then so long as the contractor produces a certificate specifying the information in which the certificate is based, the EO may not be asked for much of the information specified in Regs.23, 24 or 25.

28. Consortia

A consortium means two or more persons acting jointly for the purpose of being awarded a public contract.

Although a CA may, if it is justified, for the satisfactory performance of the contract, require the consortium to form a legal entity before entering into the Contract, a CA shall not treat the tender of a consortium as ineligible nor exclude them from selection on the grounds that the consortium has not formed a legal entity for the purposes of tendering the contract.

In the Regulation a reference to an EO where the operator is part of consortium includes a reference to each person who is a member of that consortium.

29. Corporations

The Regulation merely provides that an EO cannot be excluded just because UK law requires the EO to be either an individual, a corporation or other type of body, if under the law of the relevant state in which the service provider is established, the service provided is authorised to provide such services.

29A. Notification

If the CA elects to exclude an EO, prior to the award of the contract, they must notify the EO to that effect. This is a broadly framed provision and affects an EO who has been excluded during pre-qualification through to one excluded after having tendered.

PART 5 - THE AWARD OF A PUBLIC CONTRACT

30. Criteria for the Award of a Public Contract

The CA should award a public contract on the basis of the offer which:

- is the most economically advantageous from the point of view of the CA; or
- offers the lowest price.

Reg.30 (2) requires a CA to use criteria linked to the subject matter of the contract to determine that an offer is the most economically advantageous, including quality, price, technical merit, aesthetic and functional characteristics, environmental characteristics, running costs, cost effectiveness, after sales service, technical assistance, delivery date, delivery period and period of completion.

Where it is intended to award a contract on the basis the most economically advantageous offer, the CA shall state the weighting which it gives to each of the criteria in the contract notice or the contract documents. The weightings may be given in a range which specifies the minimum or maximum weighting or where it is not possible criteria shall be given in descending order or importance.

If an offer is received which is abnormally low the CA may reject the offer but only if it has requested in writing an explanation, taking into account the response and subsequently verified the offer or parts being abnormally low.

31. Contract Award Notice

Within 48 days of an award a CA must send a notice to the OJ giving the details as required by Annex III to Commission Regulation (EC) No 1564/2005.

There are certain exceptions to this rule which are contained in Reg.31.

32 Information about Contract Award Procedures

As soon as possible after a decision has been made a CA must inform any EO which submitted an offer, or requested to be selected to tender, of its decision in relation to the award of the contract and that notice must be in writing and sent by the most rapid means of communication.

Debriefing

Under the 2006 Regs, only the provision of this basic information was compulsory; an unsuccessful tender had to apply for a debrief within 48 hours if one was desired. The new regs require that all unsuccessful tenderers are debriefed. The effect is switching the onus from the EO having to request a debrief, to the CA having to provide one.

The notice must provide the EO with the criteria, its score and the score of the successful party together with the name of the successful party. The CA must also provide the reason for the decision, including the characteristics and relative advantages of the successful tender. Additionally, the notice must include details of when the standstill period ends.

It is important to note that under the new regs, the standstill period does not commence until all applicants have been debriefed.

The Standstill Period

The purpose of the standstill (sometimes referred to as Alcatel) period is to allow a dissatisfied tender the opportunity to identify and action challenges prior to the award of the contract. The period was, under the 2006 regs, 10 days. Under the new regs, the period depends on the means of communication used for the notice. Where the notice is communicated by facsimile or electronic means (which, in most cases will be email), the period ends at midnight on the 10th day after the relevant sending date. Additionally, if the end date is not a working day, the period will be extended to midnight at the end of the next working day. Given that the notice requires the end date to be stated, the intended means of communication and non-working days must be considered and taken into account in advance.

This allows an unsuccessful tenderer three working days in which to seek an injunction once he has been provided with the information. Slightly different rules apply to the negotiated procedure, framework procedure and dynamic purchasing system.

Lastly the CA has an obligation to keep a detailed record in relation to each competition which would include the names of all tenderers who were unsuccessful and the reasons why they were unsuccessful.

PART 6 - SPECIALISED CONTRACTS

- 33. Design contests**
- 34. Subsidised public works contracts and public services contracts**
- 35. Subsidised housing scheme works contracts**
- 36. Public works concession contracts**
- 37. Sub-contracting the work or works to be carried out under a Public Works Concession Contract**

Specialist rules exist in relation the design contests, subsidised works, concession contracts all of which are set out in Part 6 of the Regulations at Regs.33 – 37.

Those specialist rules are outside the scope of this guide.

PART 7 - MATTERS RELATING TO A PUBLIC CONTRACT

38. Obligations relating to taxes, environmental protection, employment protection and working conditions

This regulation allows a CA to include in the contract documents information as to where a contractor or tenderer can obtain information about obligations relating to taxes, environmental protection, employment protection and working conditions and where it does so a CA is to request tenderers to indicate they have taken account of those obligations.

39. Conditions for performance of contracts

Conditions may be stipulated as to the performance of the contract provided the conditions were compatible with community law and/or set out in the notice and the contract documents.

Such conditions may in particular include social and environmental considerations.

PART 8 – MISCELLANEOUS

40. Statistical and other reports

41. Provision of reports

42. Publication of notices

Regs.40 to 42 set out obligations on a CA to produce reports for the government commerce and how notices are to be published in the official journal.

43. Confidentiality of information

Subject to the provisions of the regulations a CA is not to disclose information provided to it by a tenderer which a tenderer has reasonably designated as confidential which would include technical or trade secrets and confidential aspects of tender.

It is to be noted that not all of a contractor's tender would be considered confidential and it is important for tenderers to specifically state which parts of its tender it considers as confidential such as personal information about the proposed individuals who would carry out the works

44. Means of communication

Reg.44 sets out the various rules in relation to communication and how electronic tenders are to be dealt with, stored and opened.

45. Sub-contracting

Is permissible for a CA to require a tenderer to indicate any part of the contract that it intends to sub contract and identify the proposed sub-contractor.

It is important that where this is done the CA also make it an obligation of the successful contract that the proposed sub contractor shall be used or cannot be changed without the approval of the CA, such approval not being unreasonably withheld. Otherwise it would be possible for a contractor to state they would sub-contract works to a particular specialist but never follow through on it.

46. Public Service Bodies

This Regulation provides that where a CA grants to another a special or exclusive right to carry out a service on behalf of the public, it shall impose a duty on that other person not to discriminate in seeking offers or awarding the Contract on the ground of nationality against a person who is a national of an established and relevant state.

PART 9 - APPLICATIONS TO THE COURT

47. Enforcement of obligations

The new regs introduce a number of updates under Part 9. These have important effects on remedies and how they are implemented.

The first part of this Regulation makes it clear that the obligation on a CA to comply with the provisions of the regulations, other than some exceptions in relation to reporting to the Office of Government Commerce or Commission, is a duty owed to an EO.

The next part of this Regulation provides that a breach of a duty owed is actionable by any EO (including GPA EO's) which, in consequence of the breach, suffers or risks suffering loss or damage and that any proceedings are to be brought in the High Court. Regs 47D – 47P will apply to any such proceedings.

New remedy – Contractual Ineffectiveness

The courts now have the ability, in certain circumstances, to declare a contract 'ineffective'. This remedy has the effect of cancelling an awarded contract following certain, serious, rule breaches. The cancellation of the contract only acts in a prospective manner. The court has the power to award restitution or compensation to remedy parties affected by the order.

General Time Limits (r.47D)

The general time limits for commencing proceedings are promptly, and in any event within 3 months of when the grounds for starting proceedings first arose, though the court may extend the time limits where the court considers there is good reason for doing so. 'Starting proceedings' is defined as when the claim form is served in accordance with r.47F (which deals with starting proceedings, and on whom claim forms should be served). A recent decision of the ECJ, C-406-08 Uniplex v NHS, now makes it clear that the time starts to run from knowledge of the breach and lasts for the full 3 months, so the word "promptly" in the regulations as no meaning.

Special time limits for seeking a declaration of ineffectiveness

Where an EO seeks a declaration of ineffectiveness, proceedings must be started within 30 days of either, i) a contract award notice being published in the official journal, or ii) the CA notifying the EO of the conclusion of the contract together with a summary of the reasons.

In all other cases, proceedings must be started within 6 months of the day the contract was entered into.

Contract-making suspended by challenge to award decision

If proceedings are started in respect of the CA's decision to award the contract, prior to the contract being entered into, the CA must refrain from entering into the contract.

This obligation continues until a court removes the requirement under an interim order, or the proceedings are determined, discontinued or otherwise disposed of. In making interim orders, the courts may require undertakings in damages; they may also restore or modify suspension requirements.

Remedies

If the contract has not been entered into, the court may set aside an award decision; order the CA to amend any document; or award damages.

If the contract has been entered into, the court must, if any of the grounds for ineffectiveness apply, make a declaration of ineffectiveness (r.47L does make some exceptions to this on the grounds of 'General Interests'). The court must also, where required by r.47N, impose a civil penalty (a fine). The regulations are silent on how fines are calculated, and, at present, there is no case law to use as guidance on this point.

There is a discretion for the court to award damages as well. The court may not order any other remedies.

Grounds for ineffectiveness

One of three grounds must be met for ineffectiveness to apply:

1. A breach of the Official Journal advertising rules;
2. A "combined breach" of the procurement rules and the review procedural rules (standstill or automatic suspension). Two conditions apply:
 - i. Procurement-rule breach must affect the EO's chances of being awarded the contract;
and

- ii. Review-procedural breach must prevent the EO from starting, or pursuing, pre-contractual remedies;
3. Breach of procedural rules when awarding “above threshold” call-off contracts from a Dynamic Purchasing System or Framework Agreement.

Where the grounds for a declaration of ineffectiveness are found, but the court does not make such an order. The court must order:

1. That the contract is shortened; and/or
2. That CA pays a Civil Financial Penalty.

PART 10 - CONSEQUENTIAL AMENDMENTS, REPEALS, REVOCATIONS, SAVINGS AND TRANSITIONAL PROVISIONS

48. Consequential amendments, repeals and revocations

49. Savings and transitional provisions

Regs.48 and 49 amends and repels existing legislation and sets out transitional provisions.

SCHEDULE 1 — GPA CONTRACTING AUTHORITIES

SCHEDULE 2 — ACTIVITIES CONSTITUTING WORKS

SCHEDULE 3 — CATEGORIES OF SERVICES

SCHEDULE 4 — EXTENSION TO NON-MEMBER STATES

SCHEDULE 5 — GOODS FOR THE PURPOSES OF THE THRESHOLDS

SCHEDULE 6 — PROFESSIONAL OR TRADE REGISTERS

SCHEDULE 7 — CONSEQUENTIAL AMENDMENTS, REPEALS AND REVOCATIONS

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